



***Report to the
Auburn City Council***

Action Item

3

Agenda Item No.

City Manager's Approval

To: Mayor and City Council Members
From: Mark D'Ambrogi, Fire Chief *MDA*
Date: March 26, 2012
Subject: Wildland Fire Protection Agreement with Cal Fire, FY 2012-2013

The Issue

Shall the Council approve the Wildland Fire Protection Agreement for Fiscal Year 2012-2013 with Cal Fire (Department of Forestry & Fire Protection)?

Conclusion and Recommendation

Staff recommends that the Council, by resolution, approve and authorize the Fire Chief to sign the Wildland Fire Protection Agreement for FY 2012-2013 with Cal Fire (Department of Forestry & Fire Protection).

Background

Cal Fire has for several years provided to the City of Auburn Wildland Fire Protection under agreement. The objective of this Agreement is to augment initial attack resources to potentially disastrous wildland fires within the City limits of Auburn. In addition to fire engines, resources include: overhead personnel, fixed wing aircraft, rotor wing aircraft, bulldozers, and hand crews. These resources have been identified as critical resources for the initial suppression of a wildland fire. Resources under this Agreement will be in addition to City of Auburn Fire Department and automatic aid from neighboring fire agencies to a wildland fire response. Resources from Cal Fire will be dispatched automatically to any wildland fire incident within the identified areas of the City of Auburn. Each year the Agreement and Operating Plan are reviewed. The Operating Plan contains no changes and has remained the same over the last 4-5 years.

The Agreement rate for the Fiscal Year 2012-2013 is \$21.66 per acre, slight increase from last year of \$20.18 per acre, with an 11.51% administration charge, down from 11.96% last year, for a total contractual cost of \$21,738.00.

To identify the value of this agreement, an estimated cost for resources such as aircraft; one (1) airtak, two (2) S2T air tankers, and one (1) type 3 helicopter, is approximately \$15,000.00 for one (1) initial dispatch. This cost is covered under this agreement, regardless of the number of times used. Without such an agreement the City of Auburn would be obligated to pay for any and all actual costs associated with these resources as "assistance for hire". The same applies for other resources such as overhead personnel, fire engines, crews, and bulldozers when requesting outside of an agreement. Under the Wildland Fire Protection Agreement, all costs would be covered; there would be no additional costs to the City of Auburn for Cal Fire resource use for the period identified in the agreement.

Alternatives Available to Council; Implications of Alternatives

1. Approve the Agreement as submitted;
2. Take no action.

By not authorizing the Agreement the City of Auburn would initially respond to wildland fires with limited City resources. Request for additional resources would be requested through The California Fire Assistance Agreement; Master Mutual Aid of which may incur actual costs as reimbursement to responding agencies.

Fiscal Impact

The total cost of this Agreement is \$21,738.00. This cost has been budgeted into the Fire Department operating budget for this Fiscal Year.

Attachment(s)

Agreement

Additional Information

The Operating Plan of this agreement identifies the notification procedures, command & control procedures, and resources to respond from Cal Fire to the City of Auburn.

A copy of this Operating Plan and map is available in the Fire Chief's Office and the City Clerk's Office

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
LG-W REV 01/2011

AGREEMENT NUMBER 2CA01775

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Auburn

2. The term of this Agreement is: July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement is: \$ 21,738.00
Twenty-one thousand, seven-hundred thirty-eight dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|----------|
| Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A | 2 pages |
| Exhibit B – Budget Detail and Payment Provisions | 1 pages |
| Exhibit C* – General Terms and Conditions; DGS GTC Version: GTC 610 | 0 pages |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement) | 1 pages |
| Exhibit E – Additional Provisions | 13 pages |

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Auburn

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Mark D'Ambrogi, Fire Chief

ADDRESS
1225 Lincoln Way
Auburn, CA 95603

California Department of General
Services Use Only

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

EXHIBIT A**COOPERATIVE FIRE PROGRAMS****AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA**

1. The project representatives during the term of this Agreement will be:

| | | | |
|----------------------|---------------------|---------------|----------------------------|
| CAL FIRE Unit Chief: | Brad Harris | Local Agency: | City of Auburn |
| Name: | Brad Harris | Name: | Mark D'Ambrogi, Fire Chief |
| Phone: | 530-889-0111, x 100 | Phone: | 530-823-4211, x 172 |
| Fax: | 530-823-9201 | Fax: | 530-885-5508 |

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

| | | | |
|----------------------|---------------------------------------|---------------|--------------------------------------|
| CAL FIRE Unit Chief: | Brad Harris | Local Agency: | City of Auburn |
| Section/Unit: | Nevada-Yuba-Placer | Section/Unit: | |
| Attention: | Brad Harris | Attention: | Mark D'Ambrogi, Fire Chief |
| Address: | 13760 Lincoln Way Auburn, CA 95603 | Address: | 1225 Lincoln Way Auburn, CA 95603 |
| Phone: | 530-889-0111, x 100 | Phone: | 530-823-4211, x 172 |
| Fax: | 530-823-9201 | Fax: | 530-885-5508 |

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. **AUTHORIZATION**

This Agreement is entered into this 1st day of July, 2012, by and between the State of California, hereinafter called STATE and City of Auburn, County of Placer, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. **SCOPE OF WORK**

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 900 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1 Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of 21.66 per acre, plus an 11.51% administrative charge for a total of \$21,738 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be included under Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

WILDLAND (LRA) AGREEMENT

Contract Name: City of Auburn

Program Cost Account (PCA #) 29001

THIS IS THE BUDGET PLAN OF THE COOPERATIVE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION AGREEMENT BETWEEN
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY OF AUBURN, A LOCAL AGENCY
FOR THE 2012/13 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

| | | | |
|------------------------------|------------|-----------|---------------|
| Number of Acres | <u>900</u> | | |
| General Fund Reimbursement | \$ 7.59 | \$ | 6,831 |
| Unit Budget | \$ 14.07 | \$ | 12,663 |
| Sub-Total | | \$ | 19,494 |
| Admin Rate | 11.51% | \$ | 2,244 |
| Total Protection Cost | | \$ | 21,738 |

1 RESOLUTION NO. 12-

2 RESOLUTION AUTHORIZING WILDLAND FIRE PROTECTION AGREEMENT

3 -----
4 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

5 That the City Council of the City of Auburn does hereby approve the
6 Wildland Fire Protection Agreement for Fiscal Year 2012-2013 in the amount of
7 \$21,738.00 with Cal Fire Department of Forestry and Fire Protection. A true
8 and correct copy of the agreement is attached as Exhibit "A" hereto.

9 The Fire Chief of the City of Auburn is authorized and directed to execute
10 the agreement on behalf of the City of Auburn.

11 DATED: March 26, 2012

12 _____
13 Keith Nesbitt, Mayor

14 ATTEST:

15 _____
16 Joseph G. R. Labrie, City Clerk

17 I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
18 that the foregoing resolution was duly passed at a regular meeting of the City
19 Council of the City of Auburn held on the 26th day of March 2012 by the
20 following vote on roll call:

21 Ayes:

22 Noes:

23 Absent:

24 _____
25 Joseph G. R. Labrie, City Clerk

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